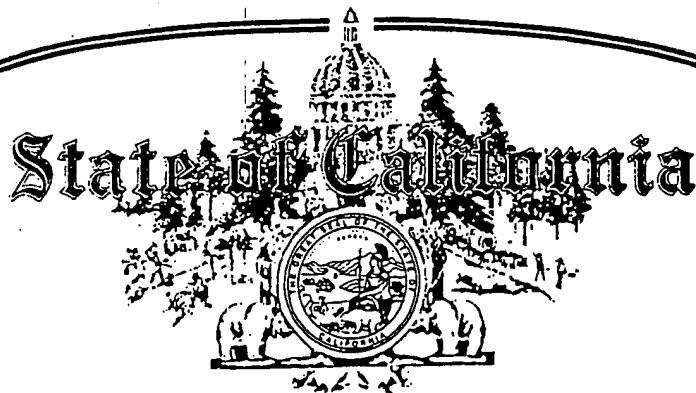




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## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 39 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JUN - 2 2000

Secretary of State

MAY 22 2000

BILL JONES, Secretary of State

**AGREEMENT OF MERGER  
OF  
OPENDATA SYSTEMS, INC.  
WITH AND INTO  
SIERRA COMPUTER SYSTEMS, INC.**

This Agreement of Merger ("Agreement") is entered into as of March 21, 2000 by and between Sierra Computer Systems, Inc., a California corporation ("Sierra") (surviving corporation), and OpenData Systems, Inc., a California corporation ("OpenData") (disappearing corporation).

1. Effective Time of Merger. Pursuant to the California Corporations Code, OpenData will be merged with and into Sierra (the "Merger"), with Sierra to be the surviving corporation of the Merger. The Merger will be effective (the "Effective Time") on the date on which a copy of this Agreement and all required officers' certificates and other appropriate documents are filed with the Secretary of State of California.

2. Conversion of Securities, Assumption of OpenData Options and Option Plan.

(a) Conversion of OpenData Shares. At the Effective Time, each share of OpenData common stock, no par value ("OpenData Common Stock") immediately prior to the Effective Time, will, by virtue of the Merger and without further action on the part of any holder thereof be converted into the right to receive 0.00008933 fully paid and nonassessable shares of Sierra common stock (the "Exchange Ratio"), no par value ("Sierra Common Stock") and each share of OpenData Series A Preferred Stock, no par value ("OpenData Series A Preferred Stock") immediately prior to the Effective Time, will, by virtue of the Merger and without further action on the part of any holder thereof be converted into the right to receive 0.00008933 fully paid and nonassessable shares of Sierra Series A Preferred Stock, no par value ("Sierra Series A Preferred Stock").

(b) Surrender and Exchange of Outstanding Certificates. Each certificate which immediately before the Effective Time evidenced shares of OpenData Common Stock and OpenData Series A Preferred Stock will, from and after the Effective Time until such certificate is surrendered to Sierra or its transfer agent, be deemed, for all corporate purposes, to evidence the right to receive the consideration described above; provided, however, that until such certificate is so surrendered by a shareholder, no dividend or other distribution payable to such shareholder after the Effective Time will be paid in respect of the shares of Sierra Common Stock or Sierra Series A Preferred Stock represented by such certificate. Upon surrender, all dividends and distributions, if any, theretofore declared and accrued but unpaid in respect of such shares will be paid. On the first business day following the Effective Time, each shareholder will be requested to surrender to Sierra or its transfer agent, the certificate or certificates representing all the shares of OpenData Common Stock and OpenData Series A Preferred Stock issued and outstanding immediately prior to the Effective Time. Upon such surrender, the shareholder will

be entitled to receive certificate(s) evidencing ownership of the shares of Sierra Common Stock or Sierra Series A Preferred Stock which are deemed to be represented by the certificate or certificate(s) surrendered. Sierra or its transfer agent will issue to the shareholders such certificate(s) as soon as practicable following such surrender.

(c) At the Effective Time, the OpenData 1998 Option Plan (the "OpenData Option Plan") and all options to purchase OpenData Common Stock then outstanding under the OpenData Option Plan, whether vested or unvested, shall be assumed by Sierra as set forth below. Each such option so assumed by Sierra under this Agreement shall continue to have, and be subject to, the same terms and conditions set forth in the OpenData Stock Option Plan, immediately prior to the Effective Time, except that (i) such option will be exercisable for that number of whole shares of Sierra Common Stock equal to the product of the number of shares of OpenData Common Stock that were issuable upon exercise of such option immediately prior to the Effective Time multiplied by the Exchange Ratio and rounded down to the nearest whole number of shares of OpenData Common Stock, and (ii) the per share exercise price for the shares of Sierra Common Stock issuable upon exercise of such assumed option will be equal to the quotient determined by dividing the exercise price per share of OpenData Common Stock at which such option was exercisable immediately prior to the Effective Time by the Exchange Ratio. Consistent with the terms of the OpenData Stock Option Plan and the documents governing the outstanding options under such Plan, the Merger will not terminate any of the outstanding options under such Plan or accelerate the exercisability or vesting of such options or the shares of Sierra Common Stock which will be subject to those options upon Sierra's assumption of the options in the Merger. It is the intention of the parties that the options so assumed by Sierra qualify following the Effective Time as incentive stock options as defined in Section 422 of the Code to the extent such options qualified as incentive stock options prior to the Effective Time. Within 60 business days after the Effective Time, Sierra will issue to each person who, immediately prior to the Effective Time was a holder of an outstanding option under the OpenData Stock Option Plan a document evidencing the foregoing assumption of such option by Sierra.

3. Effects of Merger. At the Effective Time:

(a) the separate existence of OpenData will cease and OpenData will be merged with and into Sierra and Sierra will be the surviving corporation pursuant to the terms of this Agreement;

(b) the Articles of Incorporation of the surviving corporation shall be amended and restated as attached hereto as Exhibit A;

(c) The bylaws of Sierra will be the bylaws of the surviving corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the California General Corporation Law;

(d) each share of OpenData Common Stock and OpenData Series A Preferred Stock outstanding immediately prior to the Effective Time will be converted as provided in Section 2(a) of this Agreement;

(e) the OpenData Option Plan and all options to purchase OpenData Common Stock then outstanding under the OpenData Option Plan, whether vested or unvested, shall be assumed by Sierra as set forth in Section 2(c) hereof; and

(f) the Merger will, at and after the Effective Time, have all of the effects provided by applicable law.

4. Representations and Warranties of OpenData and Its Shareholders. OpenData and certain of its shareholders who are signatories to this Agreement hereby represent and warrant to Sierra that the authorized capital of OpenData consists of:

(a) *Common Stock* 90,000,000 shares of common stock, of which 31,175,625 shares are issued and outstanding,

(b) *Preferred Stock* 15,000,000 shares of preferred stock, of which 15,000,000 shares are designated Series A Preferred Stock and 14,115,386 shares are issued and outstanding, and

(c) Except for the options to purchase common stock of OpenData granted pursuant to the OpenData's 1998 Stock Option Plan (the "Option Plan") and options granted to Leo McCarthy on March 9, 1998, there are no outstanding options, warrants, rights (including conversion or preemptive rights) or agreements for the purchase or acquisition from OpenData of any shares of its capital stock.

5. Representations and Warranties of Sierra and Its Shareholders. Sierra and certain of its shareholders who are signatories to this Agreement hereby represent and warrant to OpenData that the authorized capital of Sierra consists of:

(a) *Common Stock* 100,000 shares of common stock, of which 4,211 shares are issued and outstanding, and

(b) There are no outstanding options, warrants, rights (including conversion or preemptive rights) or agreements for the purchase or acquisition from Sierra of any shares of its capital stock.

6. Further Assurances. After the Effective Time, Sierra and its officers and directors may execute and deliver such deeds, assignments and assurances and do all other things necessary or desirable to carry out the purposes of this Agreement in the name of OpenData or otherwise.

7. Termination. This Agreement may be terminated and the proposed Merger abandoned at any time prior to the Effective Time, whether before or after approval of this Agreement by the shareholders of OpenData, by either party hereto or by the mutual consent of the Boards of Directors of Sierra and OpenData.

8. Assignment. Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement will be

binding, upon and inure to the benefit of the parties hereto and their respective successors, personal representatives and permitted assigns.


9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of laws.

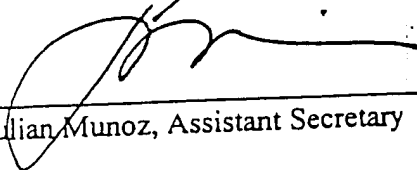
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

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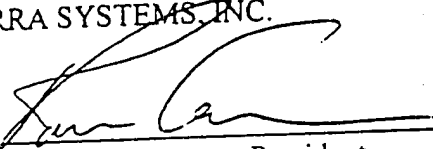
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By:   
Ho-Wing Sit, President


By:   
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

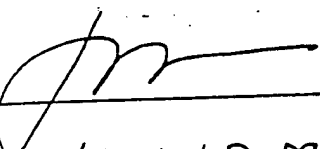
By:   
Robert Ausherman, President

By:   
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By:   
Name: \_\_\_\_\_


Title: \_\_\_\_\_

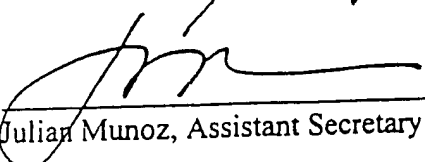
By:   
Name: JULIAN D. MUNOZ

Title: VICE PRESIDENT

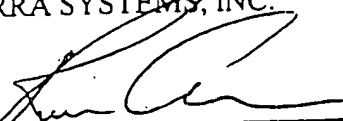
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

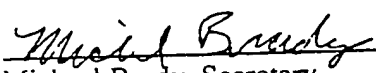
OPENDATA SYSTEMS, INC.

By:   
Ho-Wing Sit, President

By:   
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By:   
Robert Ausherman, President

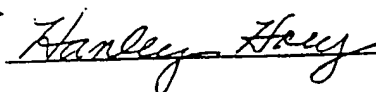
By:   
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: 

Name: RICK HO

Title: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
Ho-Wing Sit, President

By: \_\_\_\_\_  
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: \_\_\_\_\_  
Robert Ausherman, President

By: \_\_\_\_\_  
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: David S. Lee

Name: DAVID S. LEE

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
      , President

By: \_\_\_\_\_  
      , Secretary

SIERRA SYSTEMS, INC.

By: \_\_\_\_\_  
      , President

By: \_\_\_\_\_  
      , Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: James SMA

Name: JAMES SMA

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
Ho-Wing Sit, President

By: \_\_\_\_\_  
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: \_\_\_\_\_  
Robert Ausherman, President

By: \_\_\_\_\_  
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: ANTHONY CABLE

Name: [Signature]

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
Ho-Wing Sit, President

By: \_\_\_\_\_  
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: \_\_\_\_\_  
Robert Ausherman, President

By: \_\_\_\_\_  
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
Ho-Wing Sit, President


By: \_\_\_\_\_  
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: \_\_\_\_\_  
Robert Ausherman, President

By: \_\_\_\_\_  
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: 

Name: ANTHONY B. KWEE

Title: TRUSTEE FOR THE HO-WING SIT FAMILY TRUST

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
Ho-Wing Sit, President

By: \_\_\_\_\_  
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: \_\_\_\_\_  
Robert Ausherman, President

By: \_\_\_\_\_  
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: Hsin-Lin WEN

Name: HSIN-LIN WEN

Title: \_\_\_\_\_

By: Yim Sout Pheng

Name: S-O-T PHENG YIM

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: Ho-Wing Sit , President

By: Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: Robert Ausherman, President

By: Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By:   
Name: KIRK WEST  
Title: DIRECTOR

By: .

Name:

Title:

By:

Name:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
Ho-Wing Sit, President

By: \_\_\_\_\_  
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: \_\_\_\_\_  
Robert Ausherman, President

By: \_\_\_\_\_  
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: Stanley Tom

Name: STANLEY TOM

Title: MARKET ONE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
Ho-Wing Sit, President

By: \_\_\_\_\_  
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: \_\_\_\_\_  
Robert Ausherman, President

By: \_\_\_\_\_  
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: Leo T. McCarthy

Name: Leo T. McCarthy

Title: Director

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
Ho-Wing Sit, President

By: \_\_\_\_\_  
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: \_\_\_\_\_  
Robert Ausherman, President

By: \_\_\_\_\_  
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: Adam McCarthy

Name: Adam McCarthy

Title: \_\_\_\_\_

By: [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
Ho-Wing Sit, President

By: \_\_\_\_\_  
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: \_\_\_\_\_  
Robert Ausherman, President

By: \_\_\_\_\_  
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By:     N. Lin    

Name:     Boo N Lin    

Title:     As An Individual    

By:     [Signature]    

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_  
Ho-Wing Sit, President

By: \_\_\_\_\_  
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: \_\_\_\_\_  
Robert Ausherman, President

By: \_\_\_\_\_  
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: \_\_\_\_\_

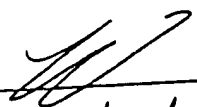
Name: CHESTER CHIN

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: PATRICIA CHIN

Title: \_\_\_\_\_

By: 

Name: Leland Lai

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: Stanley Hoy

Name: Hoy Trust

Title: Trustee

By: Gordon Hoy

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: Hanley Hoey

Name: \_\_\_\_\_

Title: as agent for  
Greendale Group Limited

By: Hanley Hoey

Name: Hoey Family Living Trust

Title: trustee

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: Ding-Hung Chen

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SHAREHOLDERS OF OPEN DATA SYSTEMS, INC.

By: Jean M. Ariyoshi  
Jean M. Ariyoshi, Trustee for the  
Jean M. Ariyoshi Revocable Living Trust

Address: 999 Bishop Street, 23<sup>rd</sup> Floor  
Honolulu, Hawaii 96813

By: [Signature]  
John Komeiji, As Trustee in Trust for  
Sky Riki Takemoto

Address: 999 Bishop Street, 23<sup>rd</sup> Floor  
Honolulu, Hawaii 96813

By: [Signature]  
John Komeiji, As Trustee in Trust for  
Ethan Ryoichi Ariyoshi

Address: 999 Bishop Street, 23<sup>rd</sup> Floor  
Honolulu, Hawaii 96813

By: [Signature]  
John Komeiji, As Trustee in Trust for  
Lynn Ariyoshi-Takemoto,  
Ryozo Ariyoshi and Donn Ryoji Ariyoshi

Address: 999 Bishop Street, 23<sup>rd</sup> Floor  
Honolulu, Hawaii 96813

By: \_\_\_\_\_, Title

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: Robert Ausherman

Name: Robert Ausherman

Title: President

By: Michael Brady

Name: MICHAEL BRADY

Title: VICE PRESIDENT / SECRETARY

By: Paul H. Rose

Name: Paul H. Rose

Title: SENIOR IMPLEMENTATION CONSULTANT

By: Harley Hoag

Name: \_\_\_\_\_

Title: agent for Greenland Group Limited

Title:

By:

Name:

Title:

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: *Kirk West*

Name: *KIRK WEST*

Title: *DIRECTOR & SHAREHOLDER*

By:

Name:

Title:

By:

Name:

Title:

By:

Name:

Title:

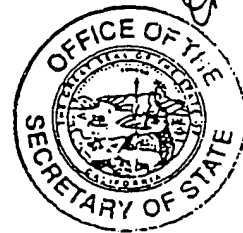
**EXHIBIT A**

**EXHIBIT A**

**Amended and Restated Articles of Incorporation**



## SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

APR 10 2000

*Bill Jones*

Secretary of State



ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

MAR 29 2000

BILL JONES, Secretary of State

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF SIERRA COMPUTER SYSTEMS, INC.,  
a California Corporation

The undersigned Robert Ausherman and Michael Brady hereby certify that:

ONE: They are the duly elected and acting President and Secretary, respectively, of said corporation.

TWO: The Articles of Incorporation of said corporation shall be amended and restated to read in full as follows:

ARTICLE I

The name of this corporation is Accela.com, Inc.

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

A. Classes of Stock. This corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the corporation is authorized to issue is 85,800,000 shares. 70,800,000 shares shall be Common Stock and 15,000,000 shares shall be Preferred Stock. 5,000,000 shares of such Preferred Stock shall be designated Series A Preferred Stock.

B. Rights, Preferences and Restrictions of Preferred Stock. The rights, preferences, restrictions and other matters relating to the Series A Preferred Stock are as follows:

1. Conversion. The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of this corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$1,455.27 (appropriately adjusted for stock splits, stock dividends, recapitalizations and the like) (the "Original Series A Issue Price") by the Conversion Price (as defined below) applicable to such share, determined as hereinafter provided, in effect on the date that the certificate is surrendered for conversion. The initial Conversion Price per share for shares of Series A Preferred Stock shall be the Original Series A Issue Price; provided, however, that the Conversion Price for the Series A Preferred Stock shall be subject to adjustment as set forth in subsection 1(d).

(b) Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Price at the time in effect for such Series A Preferred Stock immediately upon the earlier of (i) except as provided in subsection 1(c), the corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act of 1933, as amended or (ii) the date specified by written consent or agreement of the holders of a majority of the then outstanding shares of Series A Preferred Stock.

(c) Mechanics of Conversion. Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock, he shall surrender the certificate or certificates therefor, duly endorsed, at the office of this corporation or of any transfer agent for the Series A Preferred Stock, and shall give written notice to this corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. This corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering Series A Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock upon such conversion of the Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments of Preferred Stock for Splits and Combinations. The Conversion Price of the Series A Preferred Stock shall be subject to adjustment from time to time as follows:

(i) In the event the corporation should at any time or from time to time after the the date upon which any shares of Series A Preferred Stock were first issued (the "Purchase Date") fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon

conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Series A Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents.

(ii) If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the Series A Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event this corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this corporation or other persons, assets or options or rights not referred to in subsection 1(d)(i), then, in each such case for the purpose of this subsection 1(e), the holders of the Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the corporation into which their shares of Series A Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 1) provision shall be made so that the holders of the Series A Preferred Stock shall thereafter be entitled to receive upon conversion of the Series A Preferred Stock the number of shares of stock or other securities or property of the Company or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 1 with respect to the rights of the holders of the Series A Preferred Stock after the recapitalization to the end that the provisions of this Section 1 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Series A Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(g) No Impairment. This corporation will not, by amendment of its Articles of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by this corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 1 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock against impairment.

(h) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon conversion of any share or shares of the Series A Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of Series A Preferred Stock pursuant to this Section 1, this corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such series of Preferred Stock at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of Series A Preferred Stock.

(i) Notices of Record Date. In the event of any taking by this corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, this corporation shall mail to each holder of Series A Preferred Stock, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(j) Reservation of Stock Issuable Upon Conversion. This corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, this corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these articles.



(k) Notices. Any notice required by the provisions of this Section 1 to be given to the holders of shares of Series A Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of this corporation.

2. Voting Rights. The holder of each share of Series A Preferred Stock shall have the right to one vote for each share of Common Stock into which such Series A Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any shareholders' meeting in accordance with the by-laws of this corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Series A Preferred Stock held by each holder could be converted) shall be rounded to be nearest whole number (with one-half being rounded upward).

3. Protective Provisions. So long as 315 shares of Series A Preferred Stock are outstanding (appropriately adjusted for stock splits, stock dividends, recapitalizations and the like), this corporation shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock:

(a) sell, convey, or otherwise dispose of or encumber all or substantially all of its property or business or merge into or consolidate with any other corporation (other than a wholly owned subsidiary corporation) or effect any transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the corporation is disposed of;

(b) alter or change the rights, preferences or privileges of the shares of Series A Preferred Stock so as to affect adversely the shares;

(c) increase or decrease (other than by redemption or conversion) the total number of authorized shares of Series A Preferred Stock;

(d) authorize or issue, or obligate itself to issue, any other equity security, including any other security convertible into or exercisable for any equity security having a preference over, the Series A Preferred Stock with respect to voting, dividends or upon liquidation.

4. Status of Converted or Redeemed Stock. In the event any shares of Series A Preferred Stock shall be converted pursuant to Section 1 hereof, the shares so converted or redeemed shall be cancelled and shall not be issuable by the corporation. The Articles of Incorporation of this corporation shall be appropriately amended to effect the corresponding reduction in the corporation's authorized capital stock.

5. Repurchase of Shares. In connection with repurchases by this Corporation of its Common Stock pursuant to its agreements with certain of the holders thereof, Sections 502 and 503 of the California General Corporation Law shall not apply in whole or in part with respect to such repurchases.

6. Dividend Rights. Subject to the rights of holders of all classes or series of stock at the time outstanding having prior rights as to dividends, the holders of the Series A Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors. If the Board of Directors shall declare dividends on the Common Stock out of funds legally available therefor in that calendar year, then such dividends shall also be declared pro rata on the Series A Preferred Stock according to the number of shares of Common Stock issuable to such holders, where each holder of shares of Series A Preferred Stock is to be treated for this purpose as holding the greatest whole number of shares of Common Stock then issuable upon conversion of all shares of Series A Preferred Stock held by such holder pursuant to Section 1 hereof.

(C) Common Stock.

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Redemption. The Common Stock is not redeemable.

3. Voting Rights. The holder of each share of Common Stock shall have the right to one vote, and shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of this corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

#### ARTICLE IV

Section 1. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Section 2. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with the agents, vote of shareholders or disinterested directors, or otherwise in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

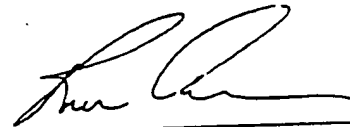
\* \* \*

THREE: The foregoing amendment has been approved by the Board of Directors of said corporation.

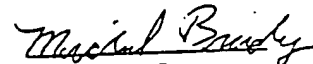
FOUR: The foregoing amendment was approved by the holders of the requisite number of shares of said corporation in accordance with Sections 902 and 903 of the California General Corporation Law; the total number of outstanding shares of each class entitled to vote with respect to the foregoing amendment was 4,211 shares of Common Stock. The number of shares voting in favor of the foregoing amendment equaled or exceeded the vote required, such required vote being a majority of the outstanding shares of Common Stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed at San Francisco, California on March 21, 2000



Robert Ausherman, President



Michael Brady, Secretary

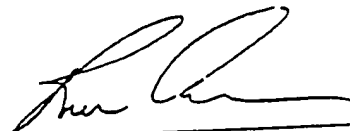


THREE: The foregoing amendment has been approved by the Board of Directors of said corporation.

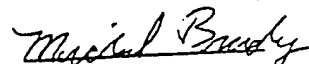
FOUR: The foregoing amendment was approved by the holders of the requisite number of shares of said corporation in accordance with Sections 902 and 903 of the California General Corporation Law; the total number of outstanding shares of each class entitled to vote with respect to the foregoing amendment was 4,211 shares of Common Stock. The number of shares voting in favor of the foregoing amendment equaled or exceeded the vote required, such required vote being a majority of the outstanding shares of Common Stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed at San Francisco, California on March 21, 2000



Robert Ausherman, President



Michael Brady, Secretary



**CERTIFICATE OF APPROVAL OF  
AGREEMENT OF MERGER  
OF  
OPENDATA SYSTEMS, INC.  
WITH AND INTO  
SIERRA SYSTEMS, INC.**

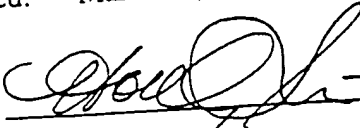
Ho-Wing Sit and Julian Munoz hereby certify that:

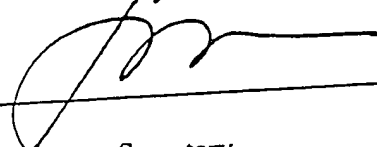
1. They are the President and Assistant Secretary, respectively of OpenData Systems, Inc., a California corporation ("OpenData").
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of OpenData.
3. The shareholder approval was by the holders of 100% of the outstanding shares of OpenData.
4. There are two classes of shares outstanding, Common and Preferred and the total number of outstanding shares of OpenData was 31,175,625 shares of Common Stock and 14,115,386 shares of Series A Preferred Stock.

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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: March 21, 2000.

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Assistant Secretary

[SIGNATURE PAGE TO CERTIFICATE OF APPROVAL OF MERGER]



**CERTIFICATE OF APPROVAL OF  
AGREEMENT OF MERGER  
OF  
OPENDATA SYSTEMS, INC.  
WITH AND INTO  
SIERRA SYSTEMS, INC.**

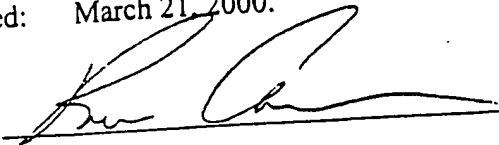
Robert Ausherman and Michael Brady hereby certify that:

1. They are the President and Secretary, respectively of Sierra Systems, Inc., a California corporation ("Sierra").
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of Sierra.
3. The shareholder approval was by the holders of 100% of the outstanding shares of Sierra.
4. There is only one class of shares and the total number of outstanding shares of Sierra was 4,211 shares of Common Stock.


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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: March 21, 2000.

By: 

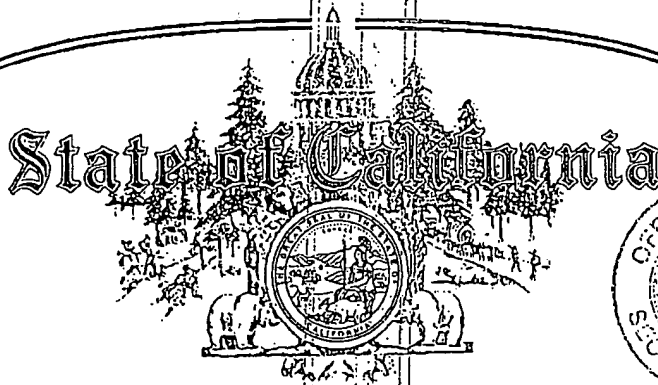
President

By: 

Secretary

[SIGNATURE PAGE TO CERTIFICATE OF APPROVAL OF MERGER]





SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

OCT 4 2000

*Bill Jones*

Secretary of State

Best Available Copy



A0553037

CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION OF  
ACCELA.COM, INC.,  
a California Corporation

ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

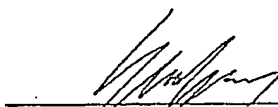
SEP 29 2000

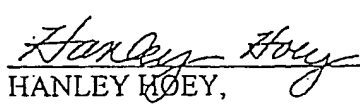
The undersigned Sandy Chau and Hanley Hoey hereby certify that: BILL JONES, Secretary of State

1. They are the Chief Executive Officer and the Secretary, respectively, of Accela.com, Inc., a California corporation.
2. Article I of the Articles of Incorporation of the corporation shall be amended to read as follows:  
  
"The name of this corporation is Accela, Inc."
3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. 31,107,999 shares of the corporation are issued and outstanding, 26,403,479 shares of which are shares of Common Stock, and 4,704,520 shares of which are shares of Series A Preferred Stock. The number of shares voting in favor of the amendment equaled or exceeded the required. The percentage vote required was more than 50% of the outstanding shares of Common Stock and Series A Preferred Stock voting together as a single class.

We further declare under penalty of perjury under the laws of State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 22, 2000

  
SANDY CHAU,  
Chief Executive Officer

  
HANLEY HOEY,  
Secretary

